

1
2
3
4
5
6
7 IN THE UNITED STATES DISTRICT COURT
8 FOR THE NORTHERN DISTRICT OF CALIFORNIA
9
10 AXIS REINSURANCE COMPANY,) Case No. 12-2979 SC
11 Plaintiff,)
12 v.)
13 TELEKENEX, INC.; ANTHONY ZABIT;)
14 KAREN SALAZAR; BRANDON CHANEY;)
15 DEANNA CHANEY; MARK PRUDELL; JOY)
16 PRUDELL; MARK RADFORD; NIKKI)
17 RADFORD; JOSHUA SUMMERS; JULIA)
18 SUMMERS; IXC HOLDINGS, INC.;)
19 STRAITSHOT COMMUNICATIONS, INC.;)
and STRAITSHOT RC, LLC,)
Defendants.)

20

21 On February 19, 2014 the Court granted Plaintiff Axis
22 Reinsurance Company's ("Axis") motions for default judgment against
23 Defendants Mark Radford, Nikki Radford, Joshua Summers, Julia
24 Summers, Mark Prudell, and Joy Prudell. In accordance with that
25 Order, the Court enters default judgment as follows.

26 IT IS ORDERED THAT Axis is hereby awarded judgment in its
27 favor against Defendants Mark Radford and Nikki Radford on Counts
28 One (I,) Two (II), and Six (VI) of Axis's First Amended Complaint.

1 Accordingly, the Court hereby DECLARES that (i) no coverage is
2 afforded to Mark Radford and Nikki Radford under Axis Privatus
3 Policy No. RNN585200 (the "Policy") for the action captioned
4 Straitshot Communications, Inc. v. Telekenex, Inc. et al., Case No.
5 C10-268 TSZ (W.D. Wash.) ("the Straitshot Action"), including but
6 not limited to the judgment(s) entered therein; (ii) the attorneys'
7 fees and costs incurred in defense of Mark Radford and Nikki
8 Radford did not constitute covered Defense Costs or Loss within the
9 meaning of the Policy; and (iii) Axis has no duty to indemnify Mark
10 Radford and Nikki Radford for any amounts incurred or awarded in
11 the Straitshot action. IT IS FURTHER ORDERED THAT, by stipulation
12 of Axis, Counts Seven (VII) and Eight (VIII) of Axis's First
13 Amended Complaint are DISMISSED without prejudice as to Defendants
14 Mark Radford and Nikki Radford.

15 IT IS ORDERED THAT Axis is hereby awarded judgment in its
16 favor against Defendants Mark Prudell and Joy Prudell on Counts One
17 (I,) Two (II), Four (IV) and Six (VI) of Axis's First Amended
18 Complaint. Accordingly, the Court hereby DECLARES that (i) no
19 coverage is afforded to Mark Prudell and Joy Prudell under the
20 Policy for the Straitshot action, including but not limited to the
21 judgment(s) entered therein; (ii) the attorneys' fees and costs
22 incurred in defense of Mark Prudell and Joy Prudell did not
23 constitute covered Defense Costs or Loss within the meaning of the
24 Policy; and (iii) Axis has no duty to indemnify Mark Prudell and
25 Joy Prudell for any amounts incurred or awarded in that action.
26 IT IS FURTHER ORDERED THAT, by stipulation of Axis, Counts Seven
27 (VII) and Eight (VIII) of Axis's First Amended Complaint are
28 DISMISSED without prejudice as to Defendants Mark Prudell and Joy

1 Prudell.

2 IT IS ORDERED THAT Axis is hereby awarded the requested
3 declaratory relief in its favor against Defendants Joshua Summers
4 and Julia Summers on Counts One (I), Two (II), Three (III), Four
5 (IV), and Six (VI) of Axis's First Amended Complaint. Accordingly,
6 the Court hereby DECLARES that (i) no coverage is afforded to
7 Joshua Summers and Julia Summers under the Policy for the
8 Straightshot action, including but not limited to the judgment(s)
9 entered therein on the causes of action in Straightshot's operative
10 complaint and the spoliation sanctions; (ii) the attorneys' fees
11 and costs incurred in defense of Joshua Summers and Julia Summers
12 did not constitute covered Defense Costs or Loss within the meaning
13 of the Policy; and (iii) Axis has no duty to indemnify Joshua
14 Summers and Julia Summers for any amounts incurred or awarded in
15 that action. IT IS FURTHER ORDERED THAT Axis is awarded \$39,471.11
16 in its favor and against Joshua and Julia Summers on the
17 reimbursement Counts of the First Amended Complaint, Counts Seven
18 (VII) and Eight (VIII).

19

20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

21

22 Dated: February 19, 2014


23 _____
24 UNITED STATES DISTRICT JUDGE
25
26
27
28